



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
[www.ladpw.org](http://www.ladpw.org)

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 20, 2006

IN REPLY PLEASE  
REFER TO FILE: **PD-5**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT  
LOCAL GOVERNMENT MATCH GRANT PROGRAM  
ACCEPT GRANT TO IMPROVE AND REHABILITATE THE  
VENTURA PARK-AND-RIDE LOT  
SUPERVISORIAL DISTRICT 3  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Accept \$80,000 of Local Government Match Grant Program funds from the Mobile Source Air Pollution Reduction Review Committee of the South Coast Air Quality Management District (AQMD) to partially reimburse the cost to improve and rehabilitate the Ventura Park-and-Ride Lot.
2. Authorize the Director of Public Works, or his designee, to negotiate and execute a grant agreement substantially similar to the enclosed Agreement with the AQMD, and to act as an agent for the County of Los Angeles when conducting business with AQMD on any and all matters related to this grant, including signing any amendments and requests for reimbursement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Ventura Park-and-Ride Lot Improvement project will provide constituents with a safe and convenient place to park their cars so they may commute to work by carpooling or using public transportation. The purpose of the Ventura Park-and-Ride

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Lot Improvement project is to update and enhance this lot by replacing curbs, vehicle stops and medians; planting native, drought-tolerant vegetation; and installing new solar-powered lighting, signage, emergency call boxes, and trash receptacles.

Acceptance of this grant from the AQMD will augment the County funds required to complete this enhancement project. The project design will begin when the grant agreement has been fully executed. All construction work is scheduled to be completed within 18 months of the execution of the grant agreement.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking grant funds to augment the County's funding sources. This action also supports the County Strategic Plan Goal of Service Excellence by upgrading this facility in order to improve the quality of service for transit-riding patrons in the area.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund. Public Works estimates the total cost of the project to be \$320,000, which includes \$50,000 for project design. The cost of project design is included in the Fiscal Year 2005-06 Transit Enterprise Fund Budget administered by Public Works. The remaining \$270,000 is included in the proposed Fiscal Year 2006-07 Transit Enterprise Fund Budget.

The \$80,000 grant from the AQMD will partially reimburse the cost of the project. The remaining costs will be financed with funds from the Third Supervisorial District's allocation of the County's Proposition A Local Return Transit Program.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed draft grant agreement has been approved as to form by County Counsel. The final agreement will be approved as to form by County Counsel prior to execution by the Director or his designee.

### **ENVIRONMENTAL DOCUMENTATION**

On January 20, 2004, Synopsis 43, your Board found that the Ventura Park-and-Ride Facility Rehabilitation and Maintenance project is categorically exempt pursuant to Sections 15301 and 15302 of the California Environmental Quality Act.

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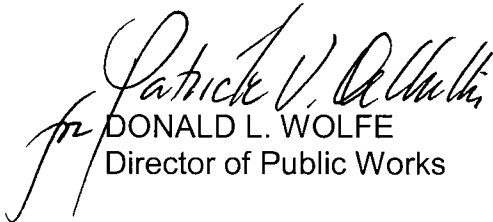
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The rehabilitation of the park-and-ride facility will provide patrons with a safe and convenient place to park, thereby enabling the County to provide an improved level of service to the transit-riding public. The impact to park-and-ride users will be minimal since construction will take place in phases. During each phase, a large portion of the lot will remain available for transit users.

**CONCLUSION**

Please return three adopted copies of this letter to Public Works.

Respectfully submitted,

  
DONALD L. WOLFE  
Director of Public Works

AET:dv

C060974

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Enc.

cc: Chief Administrative Office  
County Counsel



**LOCAL GOVERNMENT MATCH PROGRAM CONTRACT**

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the County of Los Angeles, Department of Public Works (hereinafter referred to as "CONTRACTOR") whose address is 900 South Fremont Avenue, Alhambra, California 91803.
2. **RECITALS**
  - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (AB) 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
  - B. Under AB 2766 the AQMD'S Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD.
  - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
  - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for services described in Attachment 1 - Work Statement, expressly incorporated herein by this reference and made a part hereof of this Contract.
  - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Match Program Application dated January 13, 2004.
3. **DMV FEES** - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.
4. **AUDIT** - Additionally, CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from Motor Vehicles pursuant to the Clean Air Act of 1988. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. REPORTING

- A. PROGRESS REPORTS - A concise *Interim Report* will be submitted at the approximate halfway point in the overall project schedule. The Interim Report should include the following topics, at a minimum: a) tasks completed; b) issues or problems encountered; c) resolutions implemented; and d) progress to date. Any modifications, whether already implemented or planned, to the project description/statement of work, project costs, or project schedule, should be highlighted in the Interim Report.
- B. FINAL REPORT - CONTRACTOR shall provide AQMD with a comprehensive final report prior to the end of the Contract term. The final report shall be subject to review by the MSRC and approval by AQMD. One letter-size paper copy and one electronic version in Microsoft Word format shall be provided to AQMD. The final report shall be complete and include illustrations and graphs, as appropriate, to document the work performed and the results thereof under this Contract.

6. TERM - The term of this Contract is eighteen (18) months from the date of execution by both parties, unless terminated earlier as provided for in Clause 7 below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.

7. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Work Statement, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in Clause 13 below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.

8. EARLY TERMINATION - This Contract may be terminated early due to any of the following circumstances:

- A. The vehicles or equipment become inoperable through mechanical failure of components or systems directly related to the alternative fuel technology being utilized, and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance.
- B. The fueling station becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by CONTRACTOR's negligence, misuse, or malfeasance.

9. INSURANCE - CONTRACTOR is permissibly self-insured and will maintain self-insurance in accordance with applicable provisions of California law as evidenced by certificate of self-insurance in Attachment 3, herein. CONTRACTOR shall maintain such coverage during the term of this Contract and any extensions thereof. If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR.
10. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend, and indemnify, AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents in the performance of this Contract.
11. PAYMENT
  - A. AQMD shall pay CONTRACTOR a Firm Fixed Price of Eighty Thousand Dollars (\$80,000) upon completion of the project on a reimbursement basis. Any funds not expended upon early contract termination or contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.
  - B. An invoice submitted to AQMD for payment must be prepared in duplicate, on company letterhead, and list AQMD'S contract number, period covered by invoice, and CONTRACTOR'S social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Cynthia Ravenstein, MSRC Contract Administrator
  - C. No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachments 1 and 2 are completed and proof of completion is provided to AQMD. If the project described in Attachments 1 and 2 are not completed and satisfactory proof of completion is not provided to AQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include a Final Report detailing the project goals and accomplishments
  - D. Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.
  - E. The Firm Fixed Price amount of this Contract shall not exceed the total AB 2766 Funds applied to the project described in Attachments 1, 2, and 3 of this Contract.
  - F. If, at the completion of the Project described in Attachment 1, the vehicle expenditures and/or infrastructure expenditures are less than the Total Cost amount(s) contained in Attachment 2, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis as described in Attachment 2.

12. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from other funding sources. These MSERCs, which are issued by AQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. AQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

13. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

AQMD: South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Cynthia Ravenstein, MSRC Contract Administrator

CONTRACTOR: County of Los Angeles, Department of Public Works  
900 South Fremont Avenue  
Alhambra, California 91803  
Attn: John Huang

14. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- B. CONTRACTOR shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.
- C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees,

agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.

- D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further represents that in performance of this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.
15. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
16. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
17. NON-EFFECT OF WAIVER - CONTRACTOR'S or AQMD'S failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
18. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
19. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
20. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
21. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.



22. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
23. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any dispute shall be Los Angeles County, California.
24. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
25. PREVAILING WAGES - CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD's headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
26. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. Requests to expend funds above the Contract value stated in Clause 11A must be approved prior to the expenditure of additional funds. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties.
27. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought. The Statement of Work-Attachment 1, The Payment Schedule-Attachment 2, and Supporting Documentation-Attachment 3, are incorporated by reference herein and made a part hereof.

28. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY OF LOS ANGELES, DEPARTMENT OF  
PUBLIC WORKS

By: \_\_\_\_\_  
Dr. William A. Burke, Chairman, Governing Board

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Saundra McDaniel, Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Kurt R. Wiese, District Counsel

By: Kurt R Wiese

APPROVED AS TO FORM  
RAYMOND G. FORTNER, JR., COUNTY COUNSEL

BY \_\_\_\_\_  
DEPUTY

**Attachment 1  
Statement of Work  
County of Los Angeles, Department of Public Works  
Hereinafter Referred to as CONTRACTOR  
Contract Number ML04044**

**Project Description**

CONTRACTOR will perform pavement rehabilitation; replace trash receptacles; add landscaping, lighting, a telephone line and a call box; and provide graffiti removal and a security guard at the Ventura Park and Ride lot. CONTRACTOR will also install or replace informational signs.

**Statement of Work**

At the Ventura Park and Ride lot located at 10801 Ventura Blvd., Studio City, California, CONTRACTOR shall complete the following tasks as specified below:

Pavement Rehabilitation

Repave segments of parking lot as necessary. Replace curbs, vehicle stops, and medians.

Landscaping

Install two rows of vegetated swales which drain into an underground pipe system. Remove existing non-native vegetation and plant native, drought-tolerant vegetation.

Lighting

Install solar-powered lights on interior portions of the lot.

Trash Receptacles

Replace existing trash receptacles with new receptacles.

Graffiti Removal

Maintain graffiti removal program.

Security/Communication

Maintain security guard stationed at lot during normal business hours. Install telephone line at guard station and provide regular telephone service. Install an emergency call box for users of the lot.

Signage

Install/replace directional signs on U.S. 101 and State Route 134 freeways. Replace on-site signs stating lot regulations as necessary. Place signs at the Universal City Metro Rail Station parking lot, located at 10601 Ventura Boulevard, Universal City, California, to inform users of the availability of the refurbished Ventura lot when the Universal City lot is full.

**Attachment 1**  
**Statement of Work - continued**  
**County of Los Angeles, Department of Public Works**  
**Hereinafter Referred to as CONTRACTOR**  
**Contract Number ML04044**

**Facility Promotion**

Perform public outreach to promote the availability of the refurbished Ventura Park and Ride lot. Promotion shall include at least three of the following actions:

- Distribute press release to local media and on Public Works' web site
- Provide information on lot improvements to Metropolitan Transportation Authority
- Place advertisement in the Studio City Sun newspaper
- Distribute at least 250 flyers to users of the Universal City Metro Rail Station parking lot

**Project Schedule (based on date of Contract execution)**

<b>Task</b>	<b>Completion</b>
Install swales	Month 14
Remove non-native plant species; construct swales and plant native, drought-tolerant vegetation	Month 14
Install light poles	Month 17
Replace trash receptacles	Month 17
Perform pavement rehabilitation	Month 17
Install signage	Month 17
Install telephone line and call box	Month 17
Telephone service	Month 18
Provide security guard	Ongoing through Month 18
Graffiti removal	Ongoing through Month 18
Promote facility	Month 18
Interim Report	Month 9
Final Report & User Survey	Month 18

**Hardware:** Curbs, vehicle stops, light poles, trash receptacles, telephone line, call box and signs as listed above.

**Attachment 1**  
**Statement of Work - continued**  
**County of Los Angeles, Department of Public Works**  
**Hereinafter Referred to as CONTRACTOR**  
**Contract Number ML04044**

**Reports**

**Interim Report:** A concise interim report shall be submitted at the approximate halfway point in the overall project schedule. At a minimum, the interim report should address the following topics: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. An interim report that does not comply will be returned to the CONTRACTOR as inadequate.

**Final Report & User Survey:** A Final Report shall be submitted by the CONTRACTOR in the format provided by AQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project, including the facility utilization rate following rehabilitation and promotion. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future Park and Ride rehabilitation projects. CONTRACTOR shall also develop a survey for facility users to document the effectiveness of improvements on lot utilization. Following notification of approval of the survey by MSRC staff, CONTRACTOR shall administer survey and include the results with the Final Report.

In the event the CONTRACTOR files for bankruptcy or becomes insolvent or discontinues this project, the following items revert to the AQMD for disposition into the AB 2766 Discretionary Fund account:

none

**Attachment 2  
Payment Schedule  
County of Los Angeles, Department of Public Works  
Hereinafter Referred to as CONTRACTOR  
Contract Number ML04044**

**Cost Breakdown**

<b>PROJECT COSTS BY TASK</b>	<b>MSRC Costs</b>	<b>Co- Funding</b>	<b>Total Project Costs</b>
Install swales	\$39,869	\$110,131	\$150,000
Remove non-native plant species; plant native, drought-tolerant vegetation	\$6,644	\$18,356	\$25,000
Repave; replace curbs and vehicle stops	\$7,441	\$20,559	\$28,000
Install light poles	\$2,126	\$5,874	\$8,000
Replace trash receptacles	\$1,594	\$4,406	\$6,000
Install signage	\$2,658	\$7,342	\$10,000
Install telephone line and call box; provide telephone service	\$1,860	\$5,140	\$7,000
Provide security guard	\$15,150	\$41,850	\$57,000
Graffiti removal service	\$2,658	\$7,342	\$10,000
Administrative costs (includes promotion of facility)	\$0	\$19,000	\$19,000
<b>Totals</b>	<b>\$80,000</b>	<b>\$240,000</b>	<b>\$320,000</b>

CONTRACTOR shall be reimbursed according to the amounts stated following receipt of verification that work is complete. At a minimum, acceptable verification shall consist of:

- a) For installation, planting, or pavement rehabilitation tasks:
  - i. a report signed by a responsible official certifying that the work has been completed as described in the Statement of Work and specifying the dates on which the work occurred; and
  - ii. invoice(s) from the subcontractor performing the work, or
  - iii. if CONTRACTOR's employees perform the installation, receipts for purchase of the materials.
- b) For ongoing security, graffiti removal or telephone service tasks:
  - i. invoice(s) from the subcontractor performing the work.

**Attachment 3  
Supporting Documentation  
County of Los Angeles, Department of Public Works  
Hereinafter Referred to as CONTRACTOR  
Contract Number ML04044**

The supporting documents attached hereto as Attachment 3, represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the AQMD or granting any rights to third parties against the AQMD.

1. Proof of Insurance.